



## **LETTER OF APPOINTMENT**

### **MEMORANDUM FOR HAROLD WHITAKER, FEDSIM PM**

#### **Subject: Appointment as Contracting Officer's Representative**

You are hereby appointed as the Contracting Officer's Representative (COR). This appointment is from the award date through the life of the Contract, to include close out, unless rescinded or transferred. As the COR, your primary duty is to monitor the Contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the ceiling stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the Contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not re-delegable; therefore, you must advise the Contracting Officer or the Contract Specialist immediately when you are unable to perform these duties.

Your duties and limitations, as applicable to the contract you will be monitoring, are as follows:

#### **MONITORING AND EVALUATING PERFORMANCE**

Ensure that the Contractor complies with all of the requirements of the statement of work, specifications, or performance work statement. When requested by the Contractor, provide technical assistance within the scope of the contract (e.g., interpreting specifications, statement of work, performance work statement, etc.). When a difference of opinion between you and the Contractor occurs, notify the Contracting Officer and/or the Contract Specialist immediately for resolution.

If the contract requires Key Personnel, the COR shall ensure that the personnel being used by the Contractor meet the requirements of the position. Review and approve travel and other direct cost (ODC) prior to the Contractor incurring those expenses. Any decrease in or lack of performance shall be brought to the attention of the Contracting Officer and/or Contract Specialist.

If applicable and in accordance with FAR 42.302, the COR shall monitor contractor compliance with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and bio-based products.

In accordance in Federal Acquisition Circular (FAC) 2005-34 and OMB Memorandum "Improving the Use of Contractor Performance Information" on July 29, 2009, CORs are responsible for entering past performance into the Past Performance Information Retrieval System (PPIRS) annually.

### **MONITORING COSTS**

Review and evaluate the Contractor's progress in relation to the expenditures. When the costs expended by the Contractor are not commensurate with the Contractor's progress, request a meeting with the Contractor and client in an attempt to resolve. If a resolution cannot be found, bring this to the attention of the Contracting Officer and/or Contract Specialist for immediate action.

Review and approve invoices using the rates and other fees established in the contract. Review the Contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend approval or rejection for payment.

### **CHANGES TO THE CONTRACT**

You cannot authorize the Contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the Contracting Officer. When in doubt, contact the Contracting Officer and/or Contract Specialist.

Any contract change requested by the Contractor must be put in writing by the Contractor to the Contracting Officer for action. If, however, you become aware of an impending change, you should immediately advise the Contracting Officer or Contract Specialist. When the proposed change is received by the Contracting Officer, you will be required to provide the Contracting Officer with a written analysis and rationale for the change and to evaluate any costs associated with the change.

You must also recognize and report to the Contracting Officer any Government-required changes to the contract (e.g., items or work no longer required, changes in the specifications, etc.).

### **INSPECTION OF CONTRACT ITEMS**

Perform, in accordance with the terms of the contract, inspection, acceptance, or rejection of the services or deliverables under the contract. The COR must prepare, in writing, a written acceptance or rejection, provide it to the Contractor, and store a copy on the FEDSIM common drive. Immediately notify the Contracting Officer of all rejections and the reason for the action.

Review progress reports from the Contractor and advise the Contracting Officer of any Contractor problems or action required to be taken by the Government.

## **STANDARDS OF CONDUCT AND CONFLICT OF INTEREST**

To avoid improper business practices and personal conflicts of interest and to deal with their apparent or actual occurrences, the COR shall sign any applicable non-disclosure forms. The COR shall also immediately report any potential conflict of interest to their supervisor.

## **CONTRACT FILE CONTENT AND MAINTENANCE**

Establish and maintain an organized contract administration file to record all Contractor and Government actions pertaining to the contract. The file must also include a copy of the COR Letter of Appointment and other documents describing the COR duties; a copy of the contract administration functions delegated to the contract administration office, which may not be delegated to the COR; and documentation of COR actions taken in accordance with the delegation of authority. The files should be organized and saved on the FEDSIM common drive.

## **CONTRACT CLOSEOUT**

Within 30 days after the Contractor has met all terms and conditions of the contract, you must evaluate the Contractor's performance using the information contained in General Services Administration Regulation (GSAR) 542.1503-71 (sample format attached).

Please acknowledge receipt and acceptance of this appointment by signing below. Please direct any questions you may have on this delegation to the Contracting Officer or Contract Specialist.

I understand and accept my assignment as the Contracting Officer's Representative (COR)

X Harold Whitaker

Harold Whitaker

Signed by: HaroldGWhitaker

## GSAR 542.15 – Contractor Performance Information

### 542.1503-71 – Information to collect.

Note: This checklist follows the standard format of GSAM 542.1542.15 and content requirements of GSAM 542.15. The checklist may be tailored for the specific contract type. Any “NO” responses noted below shall be accompanied with a statement explaining the observation(s). For each observation(s) provide a recommendation to correct the non-compliance. Observations identify areas of non-compliance and do require response (and action plans, if applicable). Positive observations may be general or specific and may be suitable for replication across the agency as good practices.

#### Contractor Performance Information

Timeliness of delivery or performance	Yes	No	NA
(1) Adherence to contract delivery schedules.			
(2) Resolution of delays.			
(3) Number of “show cause” letters and “cure notices” issued.			
(4) Number of delinquent deliveries.			
(5) Number of contract extensions resulting from contractor-caused delays.			
(6) Timely submission or performance or required tests.			
(7) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Conformance of product or service to contract requirements	Yes	No	NA
(1) Quality of workmanship.			
(2) Reliability.			
(3) Adequacy of correction of defects.			
(4) Number of safety defects.			
(5) Number of product rejections.			
(6) Results of laboratory tests.			
(7) Number and extent of warranty problems.			
(8) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

## GSAR 542.15 – Contractor Performance Information

### 542.1503-71 – Information to collect.

Customer comments	Num	Qty	NA
(1) Number and quality of positive comments.			
(2) Number and nature of complaints.			
(3) Adequacy of resolving customer complaints.			
(4) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Terminations for default	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

On-the-job safety performance record, including the number of lost or restricted workdays due to occupational injuries in comparison to the national average	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Adequacy of contractor's quality assurance system	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Compliance with other key contract provisions	Yes	No	NA
(1) Subcontracting program			
(2) Labor standards			
(3) Safety standards.			
(4) Reporting requirements			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

## GSAR 542.15 – Contractor Performance Information

### 542.1503-71 – Information to collect.

Exhibiting customer-oriented behavior	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Other performance elements identified	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

## Attachment B – BEAGLE TO Acronym List

Acronym	Meaning
A-File	Alien File
AAA	Architecture Alignment and Assessment
AaaS	Analytics as a Service
AAR	After Action Report
AAS	Assisted Acquisition Service
AASBS	Assisted Acquisition Services Business Systems
AB	Advisory Board
ABI	Architect Before Invest
AC	Actual Cost
ACE	Automated Commercial Environment
ACO	Administrative Contracting Officers
ACS	Automated Commercial System
AD/CVD	Anti-Dumping / Countervailing Duties
ADA	Acquisition Decision Authority
ADE	Acquisition Decision Event
ADM	Acquisition Decision Memo
AES	Advanced Encryption Standard
AFDO	Award Fee Determining Official
AFDP	Draft Award Fee Determination Plan
AFEB	Award Fee Evaluation Board
AGF	Agile Governance Framework
ALF	Acquisition Life Cycle
AMO	Air & Marine Operations
ANSI	American National Standards Institute
AoA	Analysis of Alternatives
AP	Acquisition Plan
API	Application Programming Interface
ASSIST	Assisted Services Shared Information System
AST	Automated Scheduling Tool
ATO	Authority / Authorization to Operate
ATS	Automated Targeting Systems
AUFRS	Assaults and Use of Force Reporting System
AWS	Amazon Web Services

Acronym	Meaning
AWT	Airport Wait Times
BDW	BEMSD Data Warehouse
BEAGLE	Border Enforcement Applications for Government Leading-Edge IT
BECN	Border Enforcement Communications Network
BEMSD	Border Enforcement Systems Directorate
BES	Border Enforcement Systems
BI	Background Investigation
BPA	Blanket Purchase Agreement
BPES	Border Patrol Enforcement Systems
BPETS	Border Patrol Enforcement Tracing System
BPI	Business Process Improvement
BPS	Border Patrol Systems
BWT	Border Wait Times
C-TPAT	Customs Trade Partnership Against Terrorism
C&A	Certification and Accreditation
CA	Chief Architect
CAC	Capabilities and Constraints
CAC	Common Access Card
CAF	Contract Access Fee
CAGE	Commercial and Government Entity
CAP	Contractor Acquired Property
CAS	Cost Accounting Standards
CBP	Customs & Border Protection
CCB	Change Control Board
CCB	Configuration Change Board
CCTS	Chief Counsel Tracking System
CFR	Code of Federal Regulations
CI	Commitment Items
CI/CD	Continuous Integration / Continuous Deployment
CIL	Configuration Items Library
CIO	Chief Information Officer
CISSM	Certified Information Systems Security Manager
CISSP	Certified Information Systems Security Professional
CLIN	Contract Line Item Number



Acronym	Meaning
CM	Configuration Management
CMAx	Common Mainframe Access
CMIS	Cost Management Information System
CMMI	Capability Maturity Model Integration
CMP	Configuration Management Plan
CMR	Configuration Management Repository
CNSSP	Committee on National Security Systems Policies
CO	Contracting Officer
CONUS	Continental United States
COOP	Continuity of Operations
COR	Contracting Officer's Representative
COSS	CBP Overtime Scheduling System
COTS	Commercial-off-the-shelf
COY	Current Operational Year
CPAF	Cost-Plus-Award-Fee
CPARS	Contractor Performance Assessment Rating System
CPFF	Cost-Plus-Fixed-Fee
CPI	Cost Performance Index
CPIC	Capital Planning and Investment Control
CR	Change Request
CRM	Customer Relationship Management
CROSS	Customs Rulings Online Search System
CRR	Cloud Readiness Review
CS	Contract Specialist
CSA	Configuration Status Accounting
CSMS	Cargo Systems Messaging Service
CSO	Chief Security Officer
CSP	Cloud Service Provider
CSPD	Cargo Systems Program Directorate
CTA	Contractor Teaming Arrangement
CTI	COSS Transformation Initiative
CTO	Chief Technology Officer
CTP	Consent to Purchase
CTS	Contractor Tracking System

Acronym	Meaning
D/S	Disclosure Statement
DCAA	Defense Contract Audit Agency
DCM	Data Center Migration
DCMA	Defense Contract Management Agency
DD / DoD	Department of Defense
DEA	Drug Enforcement Administration
DEL	Deliverable
DFARS	Defense Federal Acquisition Regulation Supplement
DHS	Department of Homeland Security
DOD	Definition of Done
DOJ	Department of Justice
DP	Destination Plan
DPQ	Desired Proposal Qualities
DPR	Destination Plan Review
DR	Disaster Recovery
DSSR	Department of State Standardized Regulations
DUNS	Data Universal Numbering System
DVD-ROM	Digital Video Disk – Read Only Memory
E-STAR	Enforcement Action Statistical Analysis and Reporting System
EA	Enterprise Architecture
EAB	Enterprise Architecture Branch
EAC	Estimated Cost at Completion
EARB	Enterprise Architecture Review Board
ECF	Electronic Court Filing
ECL	Enterprise Constraints List
ECP	Engineering Change Proposal(s)
EDG	Executive Decision Group
EDMED	Enterprise Data Management & Engineering Directorate
EDMO	Enterprise Data Management Office
EEO	Equal Employment Opportunity
eGIS	Enterprise Geospatial Information Services
EGOP	Enterprise Governance Oversight Plan
EIA	Electronic Industries Alliance
eISA	Electronic Interagency Security Agreement
EIT	Electronic and Information Technology

Acronym	Meaning
ELDM	Enterprise Logical Data Model
ENTSD	Enterprise Network & Technology Support Directorate
EPO	Electronic Payment Options
ERO	Enforcement and Removal Operations
ESD	Enforcement Systems Division
ESS	Enterprise Support Services
EST	Eastern Standard Time
ET	Eastern Time
ETC	Estimate to Completion
ETL	Extract Transfer Load
EV	Earned Value
EVM	Earned Value Management
FAA	Federal Aviation Administration
FACTS	Firearms, Armor, and Credentials Tracking System
FAQ	Frequently Asked Questions
FAR	Federal Acquisition Regulation
FAS	Federal Acquisition Service
FBI	Federal Bureau of Investigation
FBL	Functional Baseline
FCA	Functional Configuration Audit
FCCM	Facilities Capital Cost of Money
FEA	Federal Enterprise Architecture
FEDSIM	Federal Systems Integration and Management Center
FEMA	Federal Emergency Management Administration
FFP	Firm Fixed Price
FISMA	Federal Information Security Management Act
FITT	Facilities and Infrastructure Tracking Tool
FMD	Financial Management Division
FOC	Full Operational Capability
FOIA	Freedom of Information Act
FOUO	For Official Use Only
FP&FD	Fines, Penalties & Forfeitures Division
FRB	Financial Review Board
FSC	Federal Service Code
FSS	Federal Supply Schedule

Acronym	Meaning
FTE	Full-Time Equivalent
FTR	Federal Travel Regulation
FY	Fiscal Year
G&A	General & Administrative
GFE	Government-Furnished Equipment
GFI	Government-Furnished Information
GFP	Government-Furnished Property
GIS	Geospatial Information Systems
GOTS	Government-off-the Shelf
GPS	Global Positioning System
GSA	General Services Administration
GSAM	General Services Administration Acquisition Manual
GSAR	General Services Administration Acquisition Regulation
GWAC	Government Wide Acquisition Contract
HD	High Definition
HERD	U.S. Border Patrol Horse Patrol Equine Rider Database
HLS	Homeland Security
HQ	Headquarters
HRM	Human Resources Management
HSAR	Department of Homeland Security Acquisition Regulation
HSI	Homeland Security Investigations
IA	Interagency Agreement
IA	Information Assurance
IAC	Infrastructure as Code
IAW	In Accordance With
ICAD	Intelligent Computer Assisted Detection / Dispatch System
ICD	Interagency Contract Directory
ICE	Immigration & Customs Enforcement
ICM	Investigative Case Management
ICT	Information and Communications Technology
ID	Identification
IDIQ	Indefinite Delivery/Indefinite Quantity
IDV	Indefinite Delivery Vehicle(s)
IEPD	Information Exchanges Package Document
IFT	Integrated Fixed Towers

Acronym	Meaning
ILSS	Integrated Logistics Support System
IOC	Initial Operating Capability
IPR	Intellectual Property Rights
IPv6	Internet Protocol version 6
IRC	Information Resources Center
IRR	Integration Readiness Review
IRS	Internal Revenue Service
ISO	International Organization for Standardization
ISSO	Information Systems Security Officer
IT	Information Technology
ITAR	Information Technology Acquisition Review
ITIL	Information Technology Infrastructure Library
ITSM	IT Service Management
IV&V	Independent Verification and Validation
IWS	Incident Warning System
JHU-APL	Johns Hopkins University's Applied Physics Lab
JICMS	Joint Integrity Case Management Systems
JTR	Joint Travel Regulation
KM	Knowledge Management
KPQM	Key Personnel Qualification Matrix
LAN	Local Area Network
LCCE	Lifecycle Cost Estimate
LD	Limited Rights Data
LDM	Logical Data Model
LECA	Law Enforcement Communications Analyst(s)
LES	Law Enforcement Sensitive
LESC	Law Enforcement Safety and Compliance Directorate
LH	Labor Hour
LOE	Level of Effort
MA	Multiple Award
MCR	Mobile Collections and Receipts
MCS	Mission Critical Systems
MD	Management Directive
MES	Mission Essential Systems

Acronym	Meaning
MIIA-SPD	Management Inspection and Integrity Assurance, Security Program Division
MNS	Mission Needs Statement
MOU	Memorandum of Understanding
MP	Migration Plan
MROD	Mission Readiness Operations Directorate
MS	Microsoft
MSB	Mission Support Branch
MSR	Monthly Status Report
MSR	Monthly Status Report
MSS	Mission Support Services
NAICS	North American Industry Classification System
NCIC	National Crime Information Center
NDA	Corporate Non-Disclosure Agreement
NFC	National Finance Center
NFR	Non-functional Requirements
NIAP	National Information Assurance Partnership
NIEM	National Information Exchange Model
NIMS	Network Information Management System
NIST	National Institute of Standards and Technology
NLECC	National Law Enforcement Communications Center
NLT	No Later Than
NOC	Network Operations Center
NSA	National Security Agency
NSP	Not Separately Priced
NSS	National Security Systems
NTE	Not-to-Exceed
O&M	Operations and Maintenance
OA	Ongoing Authorization (pertaining to security ATOs)
OA	Operational Analysis
OASIS	One Acquisition Solution for Integrated Services
OASISS	Operations Against Smuggling Initiative on Safety and Security
OAST	Office of Accessible Systems and Technology
OBIM	Office of Biometrics Identity Management
OCC	Office of Chief Counsel

Acronym	Meaning
OCI	Organizational Conflict of Interest
OCMM	OIT Configuration Management Manager
OCMPO	OIT CM Process Owner
OCMT	OIT Change Management Team
OCONUS	Outside the Continental United States
ODC	Other Direct Cost
OF	Office of Finance
OFAM	Office of Facilities and Asset Management
OFO	Office of Field Operations
OH	Overhead
OIT	Office of Information & Technology
OMB	Office of Management & Budget
OPA	Office of Public Affairs
OPR	Office of Professional Responsibility
OPR	Operational Problem Report(s)
ORBBP	Office of Border Patrol Requirements Based Budget Program
ORMD	Operational Requirements Management Division
ORR	Office of Regulations and Rulings
OS	Operations Support
OT	Office of Trade
OT&T	Overtime and Travel
OTD	Office of Training & Development
PAL	Process Asset Library
PBK	Product Backlog
PBL	Product Baseline
PCA	Physical Configuration Audit
PCII	Protected Critical Infrastructure Information
PD	Program Directorate / Division
PDCMC	Program Directorate / Div CM Coordinator
PDF	Portable Document Format
PDO	Program Decision Option
PIA	Privacy Impact Assessment
PII	Personally Identifiable Information
PIM	Project Initiation Memo
PIV	Personal Identity Verification
PKI	Public Key Infrastructure
PLP	Program Lifecycle Process

Acronym	Meaning
PM	Program/Project Manager
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMO	Program Management Office
PMP	Project Management Plan
PMR	Program Management Review
PNR	Problem Notification Report
POC	Point of Contact
POE	Port(s) of Entry
POP	Program Oversight Plan
PoP	Period of Performance
POS	Point of Sale
PP	Protection Profiles
PPIRS	Past Performance Information Retrieval System
PQT	Pre-Clearance Queue Times
PRR	Production Readiness Review
PS	Project Start
PSA	Portfolio Suitability Assessment
PSC	Product Service Code
PSPD	Passenger Systems Program Directorate
PV	Planned Value
PWS	Performance Work Statement
Q&A	Question & Answer
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
QTY	Quantity
RA	Recertification Application
RCA	Root Cause Analysis
RD	Requirements Document
RFI	Request for Information
RIP	Request to Initiate Purchase
RM	Release Management
RMF	Risk Management Framework
ROM	Rough Order of Magnitude
RPK	Release Backlog
RPR	Release Planning Review
RRTS	Regulations and Rulings Tracking System



Acronym	Meaning
RS	Restricted Software
RSP	Reimbursable Services Program
RTM	Requirements Traceability Matrix
RVSS	Remote Video Surveillance Systems
S&T	Science and Technology
SA	Security Authorization
SAM	Surveillance Asset Management
SAP	Systems, Applications and Products
SAR	Security Assessment Report
SAT	Systems Acceptance Testing
SBC	Small Business Concern(s)
SCTM	Security Controls Traceability Matrix
SDD	System Design Document
SDR	Service Delivery Requirement
SEACATS	Seized Assets and Case Tracking System
SES	Sector Enforcement Specialist
SF	Standard Form
SFTP	Secure File Transfer Protocol
SIEM	Security Information Event Management
SIR	Significant Incident Report
SIT	Systems Integration Testing
SLA	Service Level Agreement(s)
SLC	System Life Cycle
SME	Subject Matter Expert
SMS	Situation Management System
SOC	Service Occupational Classifications
SOC	Security Operations Center
SOO	Statement of Objectives
SOP	Standard Operating Procedures
SORN	Privacy Act System of Records Notice
SOW	Statement of Work
SP	Security Plan
SPAD	Strategic Planning and Analysis Directorate
SPI	Schedule Performance Index
SPII	Sensitive Personally Identifiable Information
SPK	Sprint Backlog
SQA	Software Quality Assurance

Acronym	Meaning
SR	Sprint Retrospective
SRD	Sprint Review and Demonstration
SSI	Sensitive Security Information
SSN	Social Security Number
SSO	Single Sign On
SW	Special Works
T&M	Time and Materials
TAK	Team Awareness Kit
TAMS	Time and Attendance Management System
TAR	Travel Authorization Request
TASPD	Targeting & Analysis Systems Program Directorate
TBD	To Be Determined
TEB	Technical Evaluation Board
TEMP	Test and Evaluation Master Plan
TEOAF	Treasury's Executive Office of Asset Forfeitures
TFF	Treasury Forfeiture Fund
TFS	Team Foundation Server
TI	Technology Insertion
TIO	Technical Integration Office
TO	Task Order
TOA	Task Order Award
TOPM	Task Order Program Manager
TOR	Task Order Request
TOS	Tracking and Ordering System
TPA	Team Process Agreement
TPOC	Technical Point of Contact
TRM	Technical Reference Model
TRR	Test Readiness Review
TSD	Technology Service Desk
TSM	Tracking, Sign-cutting and Modeling System
U.S.	United States
U.S.C.	United States Code
UAR	User Access Request
UAS	Unmanned Aerial Systems
UAT	User Acceptance Testing
UFR	Unfunded Requirement
UFRS	Use of Force Reporting System

Acronym	Meaning
UIC	Unit Identification Code
ULPS	Universal Location Point Selector
UML2	Universal Modeling Language
UR	Unlimited Rights
URL	Uniform Resource Locator
USACE	U.S. Army Corps of Engineers
USBP	U.S. Border Patrol
USCG	U.S. Coast Guard
USCIS	U.S. Citizenship and Immigration Services
USDA	U.S. Department of Agriculture
USSS	U.S. Secret Service
VAC	Variance at Completion
VIP	Very Important Person
WAN	Wide Area Network
WAR	Weekly Activity Report(s)
WBS	Work Breakdown Structure
WCR	Web, Communications and Research
webSIRS	Web Inspection Self-Reporting System
WMG	Workforce Management Group
XD	Executive Director
XML	Extended Mark-up Language



**AWARD FEE DETERMINATION PLAN (AFDP)  
for  
Department of Homeland Security (DHS)  
US Customs and Border Protection (CBP) Office of Information and Technology (OIT)  
Border Enforcement Management Systems Directorate (BEMSD)  
Border Enforcement Applications for Government Leading-Edge IT (BEAGLE)  
47QFCA20F0010**

**This AFDP is applicable to Period One (November 6, 2019 – May 6, 2020)**

## **SECTION 1: INTRODUCTION**

This AFDP provides procedures for evaluating the contractor's performance on the CBP OIT BEMSD Task Order (TO) on a Cost-Plus-Award-Fee (CPAF) basis for TO 47QFCA20F0010. A Quality Assurance Surveillance Plan (QASP) is required under Federal Acquisition Regulation (FAR) 46.401; this AFDP replaces the QASP for the work performed on a CPAF basis. The AFDP may be revised unilaterally by the Government at any time during the period of performance. The Government will make every attempt to provide changes to the contractor 15 workdays prior to the start of the evaluation period to which the change will apply. The AFDP may be re-evaluated each evaluation period with input from the contractor. The award fee objective for this TO is to afford the contractor the opportunity to earn award fee commensurate with optimum performance:

- a. By providing a workable AFDP with a high probability of successful implementation.
- b. By clearly communicating evaluation procedures that provide effective two-way communication between the contractor and the Government.
- c. By focusing the contractor on areas of greatest importance in order to motivate outstanding performance.

The amount of award fee earned and payable to the contractor for achieving specified levels of performance will be determined by the Award Fee Determination Official (AFDO), with the assistance of the Award Fee Evaluation Board (AFEB), per this AFDP. The maximum award fee payable for any period is 100 percent of the Award Fee Pool Allocation. The contractor may earn all, part, or none of the award fee allocated to an evaluation period.

Standard terms used in the AFDP are:

- a. Award Fee Pool: The maximum Award Fee Pool established at award.
- b. Award Fee Pool Allocation: The amount of the Award Fee Pool that is allocated and potentially earned from the Award Fee Pool for the specific award fee period subject to the AFDP.

## SECTION 2: EVALUATION PERIODS

The Government will evaluate contractor performance every six months to determine the amount of award fee earned and payable to the contractor. Each CPAF labor Contract Line Item Number (CLIN) will contain two distinct six-month Award Fee Evaluation Periods during a twelve-month period. Mid-Period reviews will be scheduled concurrent with in-process reviews, as practicable.

### Award Fee Evaluation Periods

CLIN(s)	PERIOD	Award Fee Evaluation Period Dates (Month Day, Year)
0001	1	November 6, 2019 – May 6, 2020
0001	2	May 7, 2020 – November 5, 2020
1001*	3*	September 30, 2020* – March 31, 2021
1001	4	April 1, 2021 – September 29, 2021
2001	5	September 30, 2021 – March 31, 2022
2001	6	April 1, 2022 – September 29, 2022
3001	7	September 30, 2022 – March 31, 2023
3001	8	April 1, 2023 – September 29, 2023
4001	9	September 30, 2023 – March 31, 2024
4001	10	April 1, 2024 – September 29, 2024
5001	11	September 30, 2024 – March 31, 2025
5001	12	April 1, 2025 – September 29, 2025
6001	13	September 30, 2025 – March 31, 2026
6001	14	April 1, 2026 – September 29, 2026
7001	15	September 30, 2026 – March 31, 2027
7001	16	April 1, 2027 – September 29, 2027

\*The Government intends to award Option Period 1 at the end of Fiscal Year (FY) 2020 so that the client office will not lose appropriated funding that expires at the end of FY20. As such, Award Fee Periods 2 and 3 will overlap somewhat. The Government intends to award subsequent Options Periods on the anniversary of Option Period 1.

The Award Fee Evaluation Periods may be changed at the unilateral discretion of the Government.

## **SECTION 3: AWARD FEE POOL ALLOCATION FORMULA**

### **3.1 Maximum Award Fee**

The maximum Award Fee Pool for TO 47QFCA20F0010 over the life of the TO is \$143,857,355.

The maximum Award Fee Pool Allocation determined for each period will never exceed the matching proportional amount of Award Fee listed in TO Section B CLIN for the applicable period of performance.

### **3.2 Allowable Award Fee Pool Allocation Methods**

There are two methods to determine the maximum Award Fee Pool Allocation for each period. The FEDSIM CO and COR should determine the best method of award fee allocation prior to the start of each award fee period.

#### **3.2.1 Incurred Cost (CURRENT)**

Projects with variable levels of effort and surging levels of support shall be based on the incurred cost allocation methodology for the award fee period. Incurred cost data shall be provided by the contractor after the end of the Award Fee Evaluation Period, as calculated and reported by the contractor's approved Cost Accounting System using DCMA or DCAA approved, recommended, or provisional indirect billing rates. Invoiced cost shall not be used unless incurred cost is not available.

#### **3.2.2 Planned Value**

If there is a consistent budget and level of effort, the FEDSIM CO and COR may elect to switch to the Planned Value Allocation method in subsequent award fee evaluation periods. Prior to the start of an Award Fee Evaluation Period, the AFDP is incorporated into the TO by modification, identifying in Section 4 and Section 8:

- a. Planned Cost for the Award Fee Evaluation Period (Section 4).
- b. Cost Control Criteria (Section 8).
- c. Service Level Agreements (SLAs) on Cost Control encouraging reductions in cost to achieve higher award fee and/or higher return on sale (Section 8).

### **3.3 Prohibited Award Fee Pool Allocation Methods**

#### **3.3.1 Funded Cost**

Funded cost will inherently exceed incurred cost. Award Fee Pool Allocations based on the funded cost would artificially increase the total effective award fee percentage higher than the negotiated amount at award. Funded cost shall never be utilized.

#### **3.3.2 Estimated Cost**

Estimated costs at award will inherently exceed incurred cost. Award Fee Pool Allocations based on the estimated cost would artificially increase the total award fee percentage higher than the negotiated amount at award. Estimated cost shall never be utilized.

### **3.3.3 Equal Distribution**

Equal distribution of the maximum Award Fee Pool inherently deviates from the award fee percentage negotiated at award. Planned value and incurred cost are superior methodologies to provide a consistent and fair Award Fee Pool Allocation. Equal distribution shall never be utilized.

### **3.3.4 Weighted Distribution**

Weighted distribution of the maximum Award Fee Pool inherently deviates from the award fee percentage negotiated at award. Planned Value and Incurred Cost are superior methodologies to provide a consistent and fair Award Fee Pool Allocation that correspond inherently to high levels of effort. Weighted distribution shall never be utilized.

### **3.4 First Award Fee Evaluation Period**

The first Award Fee Evaluation Period for all CPAF awards will default to utilizing incurred cost to determine the Award Fee Pool Allocation. Transition activities inherently introduce level of effort variation. A Planned Value cannot be determined prior to award. In certain circumstances (e.g., when level of effort is consistent), subsequent Award Fee Evaluation Periods may use Planned Value as an alternative.

## SECTION 4: AWARD FEE RESULTS REPORTING

### 4.1 Initial Award Fee Evaluation Period

The Award Fee Results Reporting Table is completed after the end of the first Award Fee Evaluation Period. The fields to be completed are Cost Incurred Amount (\$), Award Fee Pool Allocation Amount (\$), Earned Award Fee Percent (%), Earned Award Fee Amount (\$), and Unearned Award Fee Amount (\$).

### 4.2 Second and Subsequent Award Fee Evaluation Period

The fields to be completed after each Award Fee Evaluation Period are Award Fee Pool Allocation Amount, Earned Award Fee Percent, Earned Award Fee Amount, and Unearned Award Fee Amount. If Planned Value allocation was not used, the default Cost Incurred will be reported at the end of the award fee period.

If the Award Fee Pool Allocation methodology is progressing from Incurred Cost to Planned Value, the Planned Value Amount and the Anticipated Funded Cost shall be recorded in the table below prior to the start of the second evaluation period.

**Award Fee Reporting Table for Planned Value**

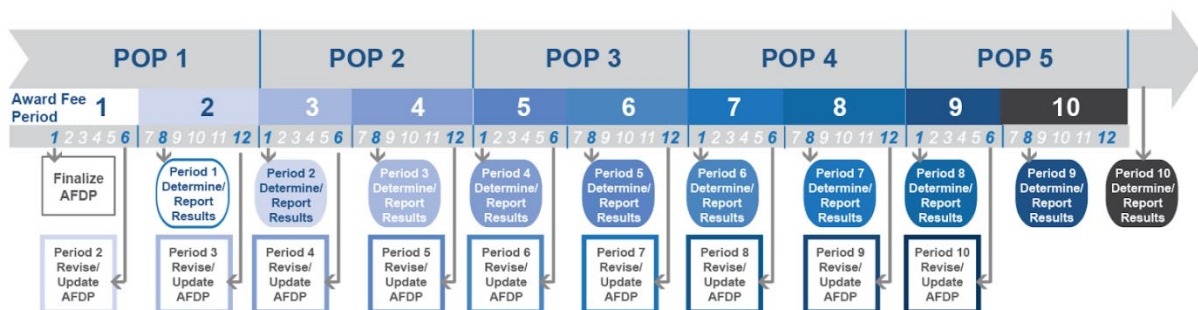
Period of Performance	Award Fee Evaluation Period	Planned Value Amount (\$)	Anticipated Funded Cost (Planned Value minus Award Fee Pool Allocation)	Cost Incurred Amount (\$)	Award Fee Pool Allocation Amount (\$)	Earned Award Fee Percent (%)	Earned Award Fee Amount (\$)	Unearned Award Fee Amount (\$)
Base Period	1							
Base Period	2							
First Option Period	3							
First Option Period	4							
Second Option Period	5							
Second Option Period	6							
Third Option Period	7							
Third Option Period	8							



Period of Performance	Award Fee Evaluation Period	Planned Value Amount (\$)	Anticipated Funded Cost (Planned Value minus Award Fee Pool Allocation)	Cost Incurred Amount (\$)	Award Fee Pool Allocation Amount (\$)	Earned Award Fee Percent (%)	Earned Award Fee Amount (\$)	Unearned Award Fee Amount (\$)
Fourth Option Period	9							
Fourth Option Period	10							
Fifth Option Period	11							
Fifth Option Period	12							
Sixth Option Period	13							
Sixth Option Period	14							
Seventh Option Period	15							
Seventh Option Period	16							

### Timeline for Updating AFDP and Reporting Results

#### Cost Plus Award Fee Process



## SECTION 5: AWARD FEE EVALUATION RATINGS

The following table shows the Award Fee Pool Allocation percentage by scores. The definition for each rating adjective is provided below.

**Award Fee Pool Allocation Rating/Percentage**

Adjectival Rating	Percentage of Fee
Excellent	91%-100%
Very Good	76%-90%
Good	51%-75%
Satisfactory	No Greater than 50%
Unsatisfactory	0%

The performance categories, once graded, describe the overall customer satisfaction with the tasks' key indicators. Contained in the ratings is a word picture of standards that allows each Performance Monitor to work from a common grading scale.

### **EXCELLENT**

Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

### **VERY GOOD**

Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

### **GOOD**

Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

### **SATISFACTORY**

Contractor has met overall, cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

### **UNSATISFACTORY**

Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

## SECTION 6: ORGANIZATIONAL STRUCTURE OF AWARD FEE DETERMINATION

### 6.1 Award Fee Determination Official (AFDO)

The Federal Systems Integration and Management Center (FEDSIM) Group Manager (GM) will serve as the AFDO. The FEDSIM Contracting Officer (CO) will appoint the AFDO in writing.

The AFDO's responsibilities include:

- Approving the AFDP and authorizing any changes to the AFDP throughout the life of the TO.
- Approving the members of the AFEB and appointing the AFEB Chairperson.
- Reviewing assessments of contractor performance. Feedback coordinated with the AFEB will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.
- Determining the amount of award fee the contractor has earned based on its performance during each Award Fee Evaluation Period.

### 6.2 Award Fee Evaluation Board (AFEB)

The AFEB has a Chairperson (the FEDSIM COR), Client Representatives, and/or Technical Point(s) of Contact (TPOCs). Other voting members of the AFEB are representatives from the Client Organization. The FEDSIM CO is a non-voting advisory member of the AFEB. Additional non-voting board members may be Performance Monitors as deemed appropriate by the AFEB Chairperson. The following table provides the title or role of the individuals that are members of the AFEB. Substitutions are permitted in the event of a schedule conflict, subject to approval by the AFEB Chairperson. Attendance of the non-voting members is not required to convene the AFEB.

**AFEB Members**

Board Position	Name and Title
AFEB Chairperson	Harold Whitaker, FEDSIM COR
AFEB Voting Member	<i>Name, Client Organization, Title/Role</i>
AFEB Voting Member	<i>Name, Client Organization, Title/Role</i>
AFEB Voting Member	<i>Name, Client Organization, Title/Role</i>
AFEB Voting Member *	<i>Name, Client Organization, Title/Role</i>
AFEB Non-Voting Member	Kenny Lawhorn, FEDSIM Group Manager
AFEB Non-Voting Member	Aaron Sannutti, FEDSIM CO
AFEB Non-Voting Member	Kristie Johnson, FEDSIM PM

\*Optional seats. The AFEB Chairperson may appoint as many AFEB Voting members as desired but must have three voting members in addition to the AFEB Chairperson.

Non-voting members will participate in AFEB assessments of Performance Monitor evaluations and discussions of award fee recommendations. Additionally, non-voting members are allowed to submit written reports on contractor performance to the AFEB for its consideration.

The responsibilities of the AFEB are:

- a. Recommend to the AFDO the specific elements upon which the contractor will be evaluated for each evaluation period.
- b. Request and obtain performance information from Performance Monitors involved in observing contractor performance.
- c. Evaluate the contractor's performance and summarize its findings and recommendations for the AFDO.
- d. Recommend to the AFDO the percentage of award fee available during an evaluation period which the contractor should receive.

### **6.2.1 AFEB Chairperson**

The responsibilities of the AFEB Chairperson are to:

- a. Conduct AFEB meetings.
- b. Resolve any inconsistencies in the AFEB evaluations.
- c. Ensure AFEB recommendations to the AFDO are timely and made in accordance with the Award Fee Agreement and this AFDP.
- d. Ensure timely payment of award fee earned by the contractor.
- e. Recommend any changes to the AFDP to the AFDO.
- f. Ensure and have overall responsibility for the proper execution of the AFDP including managing the activities of the AFEB.
- g. Exert overall responsibility for all documents and activities associated with the AFEB.
- h. Maintain the award fee files, including current copy of the AFDP, any internal procedures, Performance Monitors' reports, and any other documentation having a bearing on the AFDO's award fee decisions.

### **6.2.2 Performance Monitors**

Government and TO support personnel will be identified by the AFEB Chairperson as Performance Monitors to aid the AFEB in making its recommendation for award fee. Performance Monitors, responsible for the technical administration of specific tasks issued under the contract, document the contractor's performance against evaluation criteria in assigned evaluation areas(s). The primary responsibilities of the Performance Monitors include:

- a. Monitoring, evaluating, and assessing contractor performance in assigned areas.
- b. Preparing evaluation reports (scorecards) that ensure a fair and accurate portrayal of the contractor's performance.
- c. Recommending changes to the AFDP to the AFEB Chairperson.

These Performance Monitors will submit written reports, as required by the AFEB Chairperson, on the contractor's performance to the AFEB for consideration. Submission of reports will be coordinated through the AFEB Chairperson. Procedures and instructions for the Performance Monitors regarding midterm and final evaluations are provided below. The final report will be comprehensive and will be completed and submitted to the AFEB Chairperson in a timely manner.

## **SECTION 7: AWARD FEE DETERMINATION PROCESS**

The contractor shall begin each evaluation period with zero percent of the available award fee and earn award fee based on performance during the evaluation period.

### **7.1 Monitoring and Assessing Performance**

The AFEB Chairperson will assign Performance Monitors for the major performance areas. The Performance Monitors will be selected on the basis of expertise in the prescribed performance areas and/or association with specific technical tasks. The AFEB Chairperson may assign and change Performance Monitors' assignments at any time without notice to the contractor. The AFEB Chairperson will ensure that each Performance Monitor and board member has a copy of the TO and all modifications, the AFDP, and all changes and specific instructions for assigned areas.

Performance Monitors will conduct assessments of the contractor performance in their assigned areas. Feedback coordinated with the AFEB Chairperson will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.

#### **7.1.1 Instructions for Performance Monitors**

Performance Monitors will maintain a periodic written record of the contractor's performance, including inputs from other Government personnel, in the evaluation areas of responsibility. Performance Monitors will retain informal records used to prepare evaluation reports for 12 months after the completion of an evaluation period to support any inquiries made by the AFDO. Performance Monitors will conduct assessments in an open, objective, and cooperative spirit, so that a fair and accurate evaluation is made. Performance Monitors will make every effort to be consistent from period to period in their approach to determine recommended ratings. Positive accomplishments should be emphasized just as readily as negative ones.

- a. Performance Monitors will prepare midterm and final evaluation reports for each evaluation period during which they are Performance Monitors. The final reports will be more comprehensive than the midterm reports. The reports, at a minimum, will contain the following information:
  1. The criteria and methods used to evaluate the contractor's performance during the evaluation period.
  2. The technical, economic, and schedule environment under which the contractor was required to perform. What effect did the environment have on the contractor's performance?
  3. The contractor's major strengths and weaknesses during the evaluation period. Give examples of the contractor performance for each strength and weakness listed. Also provide the reference in the specification, statement of work, data requirement, TO, etc., that relates to each strength or weakness.
  4. A recommended rating for the evaluation period using the adjectives and definitions set forth in this AFDP. Provide concrete examples of the contractor's performance to support the recommended rating.

## **7.2 Exclusions**

Throughout the entire evaluation period, the contractor shall present and document any exclusion to the period of performance, due to circumstances beyond the control of the contractor, to the AFEB Chairperson within ten days of the end of the award fee period. The Performance Monitors should present the exclusions (if any) to the AFEB. If necessary, the AFEB will ask the contractor to present its case. The AFEB, in conjunction with the FEDSIM CO, will make a unilateral decision as to the exclusion from the evaluation.

## **7.3 Contractor Monthly Performance Reports**

The contractor shall prepare Monthly Performance Reports that contain data that can be used to compare against the Performance Standards stated in this AFDP. All Monthly Performance Reports, including the raw data, shall be provided to the designated Performance Monitors.

Performance Monitors will collect the Monthly Performance Reports from the contractor; they will review and analyze the reports for accuracy and, if required, provide an oral or written summary to the AFEB.

## **7.4 Midterm Evaluation Procedures**

The purpose of the midterm evaluation is to provide the contractor a quick, concise, interim Government review of contractor performance and an opportunity to improve its performance prior to the determination of award fee earned at the end of the evaluation period. No award fee is paid based on midterm evaluations.

## **7.5 Final Evaluation Reports**

The Performance Monitors will provide evaluations for the entire six-month evaluation period. Performance Monitors will submit final evaluation reports after the end date of the evaluation period to the AFEB Chairperson.

## **7.6 Contractor Self-Evaluation Presentation**

The contractor may prepare a written self-assessment against the AFDP, along with the option of presenting the results to the AFEB upon request. This presentation should last no longer than one hour. A subsequent question and answer session is permissible, if necessary.

## **7.7 AFEB Meeting and Memorandum to the AFDO**

After receipt of the contractor's self-evaluation, the AFEB will meet and evaluate all performance information it has obtained. The AFEB will review the Performance Monitors' reports and prepare an Award Fee Evaluation Report. The Award Fee Evaluation Report will be a memorandum to the AFDO with the AFEB's recommendation.

## **7.8 AFEB Final Report**

After meeting with the contractor, the AFEB will finalize the report and present it to the AFDO. The report will recommend the award fee amount and any unresolved contractor issues to the AFDO.

### **7.9 Issuing Award Fee Determination Report**

The AFDO will consider the final AFEB report and ensure compliance with the AFDP. The AFDO may accept, reject, or modify the AFEB recommendation. The AFDO will make the final determination of the award fee earned during the period. The AFDO's determination of the amount of award fee earned and the basis of the determination will be stated in an Award Fee Determination Report and forwarded to the FEDSIM CO for the TO file via modification.

### **7.10 Award Fee Determination Notice**

Within 45 calendar days of the end of the Award Fee Period, the FEDSIM CO will prepare this notice to the contractor stating the amount of the award fee earned for the evaluation period. The contractor shall invoice after accepting the modification including the award fee determination and any corresponding deobligation of unearned fee.

### **7.11 Failure to Conduct Timely Award Fee Determinations**

If the Government fails to complete the Award Fee Determination in the timeframe specified in Section 7.10 for two consecutive periods, the Government may convert the CPAF CLINs for the remaining periods of performance to Cost-Plus-Fixed-Fee (CPFF). The CPFF type will be term. The contract type conversion and fixed fee amount will be subject to negotiation (limited by any applicable statutory and regulatory maximum of ten percent).



## SECTION 8: EVALUATION CRITERIA AND WEIGHTS

### 8.1 Award Fee Period 1 (Transition-in) Criteria and Service Level Agreements (SLAs)

*Note: Section 8.1 and its sub-sections will be removed in future (Period 2 and beyond) AFDPs.*

The objective of this award fee criterion is to provide an incentive to the contractor to achieve optimum performance of task order requirements and objectives in the area of Transition-in. The evaluation will consider all aspects of Task Order performance, according to the following sub-criteria and SLA.

#### Award Fee Areas

Weight	Evaluation Criteria
90%	Criteria 1 – Subjective Transition-in criteria
10%	Criteria 2 – Transition-in SLA(s)
<b>100%</b>	<b>Total</b>

#### 8.1.1 Criteria 1: Subjective Transition-in criteria (90% of Period 1 award fee pool)

- Did the contractor achieve the transition-in milestones from the schedule in the agreed-upon Transition-In Plan?
- Did the contractor identify and request the necessary documents needed from the incumbent contractor to perform the transition-in activities in a timely manner?
- To what extent did the contractor successfully coordinate and integrate transition activities with the incumbent contractor during transition-in of BEAGLE?
- To what extent did the contractor successfully develop awareness and relationships, and coordinate and integrate transition activities with other enterprise service providers (ex. EDMED, ENTSD, CSPD, FS, among others)?
- To what extent did the contractor thoroughly plan for and proactively manage the CBP Background Investigation (BI) process during transition through timely identification of personnel, timely submission of quality assured documents, and diligent tracking of BI status?
- Did the contractor provide all of the Key Personnel proposed or receive the appropriate Government approval for any substitution(s)?
- Did the contractor's TO Program Manager (PM) and leadership team engage and communicate effectively with the Government and incumbent, as appropriate?
- Did the contractor create issues that were not reported and/or managed in a timely manner due to transition activities?

#### 8.1.2 Criteria 2: Transition-in SLAs (10%)

*(SLAs in chart are examples and do not indicate which SLAs will be used.)*

SLA #	SLA Description
<i>1</i>	<i>BI Quality and Timeliness</i>
<i>2</i>	<i>Application Availability</i>



## 8.2 Post-Transition-in Criteria and Weights

Beginning with Period 2 (post-transition-in), the AFDP consists of award-fee provisions for six distinct areas. The award-fee areas are broken down as follows:

**Award Fee Areas**

Weight	Evaluation Criteria
30%	Criteria 1 – TO and Program Management
15%	Criteria 2 – Application Development and O&M
15%	Criteria 3 – Technology Management and Data Analytics
10%	Criteria 4 – Customer Services and User Experience
15%	Criteria 5 – Pool 1 SLAs
15%	Criteria 6 – Pool 2 SLAs
<b>100%</b>	<b>Total</b>

The criteria and weights provided above and discussed in detail below are guidelines to be used in evaluating these areas to determine the appropriate award fee. The criteria and relative percentages may be adjusted for subsequent award fee periods. Members of the AFEB and working group will use the following examples of criteria to evaluate the contractor's performance during each Award Fee Evaluation Period.

SLAs and other subjective criteria may be revised for subsequent award fee periods. Those future SLAs will be developed jointly by the contractor and Government and may replace some or all of the criteria listed below. The Government has the final responsibility for determining which SLAs will be incorporated. The Government may, at its sole discretion, move SLAs between Pools 1 and 2 prior to the start of an award fee period in order to properly incentivize the most critical metrics for the effectiveness of the BEMSD enterprise.

### 8.2.1 Criteria 1: TO and Program Management (30%)

The objective of this award fee criterion is to provide the contractor with an incentive to maximize the efficiency of TO operations, provide accurate tracking and accounting of TO financials and schedules, and proactively manage TO personnel to ensure programs are adequately staffed with qualified resources to meet mission requirements in an efficient manner.

- To what extent has the contractor provided the Government with visibility into the status of TO operations including, but not limited to:
  - Accurate and well-detailed cost estimates at the beginning of the option period or at the start of a new work effort.
  - Cost accrual reports and Estimates at Completion (EACs) that aid the government in financial planning and allow the Government and contractor to project future resource requirements.
  - Status of Background Investigation (BI) packages, highlighting challenges or delays in a manner that FEDSIM or BEMSD can plan with the contractor in resolving issues.

- Has contractor management taken a proactive leadership role to comprehensively plan, allocate, and integrate all program elements and resources to achieve the objectives of the BEAGLE TO?
- Has contractor management proactively mitigated or prevented problems and responded rapidly to project changes driven by Government decisions, funding, or actions?
- Has the contractor provided written and verbal communications to Government personnel (including FEDSIM and BEMSD leadership) in a clear, succinct, and timely manner that clearly highlighted significant risks, project issues, and their related impacts?
- Are TO deliverables outlines in Section F of the TOR timely, accurate, understandable, and provided in the specified format including maintenance updates or other changes?
- How effectively did the contractor achieve cost objectives and implement cost controls to ensure Government funding was used effectively? Did the contractor effectively adapt performance when necessary to best utilize limited funding?
- To what extent did the contractor maintain sufficient and qualified staff with the appropriate security clearances to achieve the mission objectives?
- To what extent did the contractor strive to maintain the Alliant 2 subcontracting goals for small-business and socioeconomic sector utilization?

### 8.2.2 Criteria 2: Application Development and O&M (15%)

The objective of this award fee criterion is to provide the contractor with an incentive to deliver timely, standardized, Agile-based application development and O&M services that are compliant with relevant CBP and DHS cybersecurity and system security implementation guides, frameworks, and standards. The contractor shall effectively support the configuration of Commercial-Off-the-Shelf (COTS) software, as well as provide customization, performance-tuning, and corrections for existing COTS and custom-coded applications. The contractor shall also provide effective support of Government labs, such as the BEMSD ICAD lab.

- Has the contractor provided standardized, effective, and repeatable Agile-based development methods that properly document and quantify progress using best-practice Agile tools (such as velocity metrics, burn-up/burn-down charts, among others)?
- Has the contractor effectively monitored cybersecurity and system security compliance and risk management, including Plan of Action and Milestone (POA&M) creation and resolution, and maintaining Authorities to Operate (ATOs) certificate renewals with minimal disruption to services?

### 8.2.3 Criteria 3: Technology Management and Data Analytics (15%)

The objective of this award fee criterion is to provide the contractor with an incentive to provide engineering and architecture support activities that modernize the BEMSD technology stack in a manner that provides increased functionality, reliability, and cost savings to the Government. The contractor shall proactively provide recommendations, plan and control migrations to support future-state operations, environments, and technology platforms. The contractor shall

also standardize SecDevOps methodology and Agile coaching for applications within the BEMSD portfolio.

- Has the contractor effectively captured and documented the operational configuration management baseline including, but not limited to, application integration touchpoints, hardware and software configurations, standard operating procedures, process documentation, and architectural and network diagrams?
- Did the contractor plan and implement application migrations in a timely and efficient manner, and execute those migrations with minimal-to-no disruption to end users?
- Has the contractor proactively identified opportunities to modernize, converge, or eliminate applications and systems in a manner that maintains and/or improves overall functionality and cost effectiveness to the Government? Did the contractor provide proposed approaches to implementing these recommendations and estimated cost savings and/or mission benefits?
- Has the contractor effectively utilized analytical methods to gather, conceptualize, and prioritize the needs of its customers in a manner that aids the standardization and consolidation of BEMSD architecture?
- Has the contractor effectively utilized business intelligence tools, methodologies, and expertise to detect trends, patterns, and non-obvious relationships in data contained in different systems, databases, and the enterprise data warehouse?

#### **8.2.4 Criteria 4: Customer Services and User Experience (10%)**

The objective of this award fee criterion is to provide the contractor with an incentive to maximize customer satisfaction with BEMSD enterprise services and operate an efficient and effective customer support structure that addresses trouble calls, resolves incident issues, and provides detailed and usable reporting to Government project managers, branch chiefs, and executives on the health and status of the BEMSD enterprise.

- Are users satisfied with the communications and interactions with the contractor?
- Are users satisfied with the timeliness and resolution of issues?
- Has the contractor provided data and reports in a timely manner that accurately reflects the status of the BEMSD enterprise?

#### **8.2.5 Criteria 5: Pool 1 Service Level Agreements (15%)**

Pool 1 SLAs include those metrics that, as determined by the Government, are the most critical to measuring the effectiveness of the BEAGLE TO and BEMSD enterprise services. In general, Pool 1 will contain no more than four (4) SLAs such that those SLAs in this pool have a higher average weight than SLAs in Pool 2.

All SLAs within Pool 1 shall be weighted equally, unless otherwise noted. See Appendix 3 of the AFDP for details on how each SLA is measured.

**Pool 1 SLAs**

*(SLAs in chart are examples and do not indicate which SLAs will be in Pool 1.)*

SLA #	SLA Description
1	BI Quality and Timeliness
2	Application Availability

**8.2.6 Criteria 6: Pool 2 Service Level Agreements (15%)**

Pool 2 contains the remaining SLAs not found in Pool 1. Pool 2 SLAs are important for measuring the effectiveness of the BEAGLE TO and BEMSD enterprise services, but the Pool 2 SLAs do not rise to the same criticality as those within Pool 1.

All SLAs within Pool 2 shall be weighted equally, unless otherwise noted. See Appendix 3 of the AFDP for details on how each SLA is measured.

**Pool 2 SLAs**

*(SLAs in chart are examples and do not indicate which SLAs will be in Pool 2.)*

SLA #	SLA Description
3	O&M Efficiency Savings
4	Accuracy of Cost Estimates



## APPENDIX 1: AFEB Summary Evaluation Report

Date:

AFEB Chairperson Name:

Award Fee Period: *(insert from date)* \_\_\_\_\_ *(insert to date)* \_\_\_\_\_

*(Attach additional pages, supporting data, etc. as needed.)*

### Criteria 1 – TO and Program Management: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

### Criteria 2 – Application Development and O&M: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

### Criteria 3 – Technology Management and Data Analytics: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

### Criteria 4 – Customer Services and User Experience: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

Award fee rating recommended for this evaluation criteria and period of performance with recommended percentage earned.

AFEB Chairperson Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX 2: AFEB Evaluator's Report

Instructions: Evaluators are requested to use bulleted format for submitting strengths, weaknesses, and recommendations. Also, evaluators are encouraged to attach additional sheets, supporting data, etc. for the final report.

Date: \_\_\_\_\_

Evaluator Name and Title: \_\_\_\_\_

Award Fee Period: *(insert from date)* \_\_\_\_\_ – *(insert to date)* \_\_\_\_\_

Evaluator's Primary Task Area(s) (check all that apply):

<input type="checkbox"/>	Criteria 1 – TO and Program Management
<input type="checkbox"/>	Criteria 2 – Application Development and O&M
<input type="checkbox"/>	Criteria 3 – Technology Management and Data Analytics
<input type="checkbox"/>	Criteria 4 – Customer Services and User Experience

Note: Evaluators are NOT limited to evaluating only their own task areas. Experiences in other areas should also be evaluated. However, please indicate in the boxes above your primary area(s) of responsibility.

Special circumstances during this period and the impact:

- a. \_\_\_\_\_
- b. \_\_\_\_\_

Strengths of the contractor's performance:

- a. \_\_\_\_\_
- b. \_\_\_\_\_

Weaknesses in the contractor's performance (with examples and contract references):

- a. \_\_\_\_\_
- b. \_\_\_\_\_

Impact of the contractor's performance on execution of the program:

- a. \_\_\_\_\_
- b. \_\_\_\_\_

Corrective actions recommended, if any:

- a. \_\_\_\_\_
- b. \_\_\_\_\_

Award fee rating recommended for this evaluation criteria and period of performance (with supporting examples):

- a. \_\_\_\_\_
- b. \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### APPENDIX 3: BEAGLE SLA Template

Instructions: The contractor shall use the format below to describe the SLA and document the conditions, exceptions, performance level metrics, method(s) for measuring the SLA, the period of measurement, and method of reporting the measurement.

<b>SLA (# here): SLA TITLE</b>			
<b>DESCRIPTION:</b>  <i>Succinctly summarize the objective of the SLA and its benefit to the Government (two sentences maximum).</i>			
<b>CONDITIONS:</b> 1. List conditions for the SLA measurement (ex. requires X number of reportable events per period to be measured; assumptions outside of the contractor's control).			
<b>EXCEPTIONS:</b> 1. List exceptions that would cause the SLA to become non-reportable.			
<b>Metric Achievement Ranges</b>		<b>Unit:</b>	Ex. percentage, # of incidents, etc.
<b>Excellent</b>	Insert ranges for each level, ensuring that ranges do not overlap.	<b>How Measured:</b>	List the specific tool(s) or method(s) used to track the data associated with this SLA.
<b>Very Good</b>		<b>Period:</b>	6-month award fee period (if other, list)
<b>Good</b>		<b>Metric:</b>	In a <u>detailed</u> manner, describe how the SLA metric is calculated.
<b>Satisfactory</b>		<b>Reported:</b>	Describe what report(s) or tool(s) will be used to report the SLA metrics.
<b>Unsatisfactory</b>			



**ATTACHMENT E**  
**PROBLEM NOTIFICATION REPORT (PNR)**

<b>Task Order Number:</b>	47QFCAXXXXXXXX
<b>FEDSIM COR was verbally notified on:</b>	[Notify the FEDSIM COR as soon as it becomes apparent that a scheduled delivery will be late.]
<b>Date PNR Submitted:</b>	[insert Month Day, Year]

<b>Nature and Source of Problem:</b>
[Provide a detailed description of the nature and source of the problem. Attach additional pages, if necessary.]
<b>Is action required by the Government?</b>
Yes/No [If Yes, describe Government action required and date required.]
<b>Will the problem impact delivery schedule?</b>
Yes/No [If Yes, identify which deliverables will be affected and extent of the delay, the rationale for late delivery, and overall project impact.]
<b>Can required delivery be brought back on schedule?</b>
Yes/No [Explain]
<b>Describe corrective action needed to resolve problems:</b>
[Provide a detailed description of corrective action needed to resolve the problem. Attach additional pages, if necessary.]
<b>When will corrective action be completed?</b>
[Provide the new delivery schedule and anticipated completion date.]
<b>Are increased costs anticipated?</b>
Yes/No [If Yes, identify the amount and nature of the increased costs anticipated and define Government responsibility for problems and costs.]





**ATTACHMENT F**  
**MONTHLY STATUS REPORT FOR (INSERT MONTH AND YEAR)**

Contractor Name:	
Task Order Number:	
Report Prepared by:	
Reporting Period:	From: [Month Day, Year] To: [Month Day, Year]

**WORK PLANNED FOR THE MONTH:**

**WORK COMPLETED DURING THE MONTH:**

**WORK NOT COMPLETED DURING THE MONTH:**

**WORK PLANNED FOR NEXT MONTH:**

**CONTRACT MEETINGS:**

[Include the meeting date, meeting subject, persons in attendance, and duration of the meeting.]

**DELIVERABLE STATUS:**

**ISSUES/QUESTIONS/RECOMMENDATIONS:**



**RISKS:**

[Indicate potential risks and their probability, impact, and proposed mitigation strategy.]

**FUNDS/HOURS EXPENDED:**

[Indicate total hours expended by the contractor during the week and total funds expended by the contractor during the week.]



## ATTACHMENT G TRIP REPORT TEMPLATE

<b>Trip Report Date:</b>	[Trip Report shall be completed within 10 workdays following completion of each trip (unless specified otherwise in Section F).]	
<b>Project Name:</b>		
<b>Task Order Number:</b>	47QFCAXXXXXXXX	
<b>Name of Traveler</b>	[Provide First and Last name of Traveler]	
<b>Location of Travel</b>	<b>From:</b> [Origin]	<b>To:</b> [Destination]
<b>Duration of Trip</b>	<b>From:</b> [insert Month Day, Year]	<b>To:</b> [insert Month Day, Year]
<b>Point of Contact (POC) at Travel Location</b>	[Provide First and Last name of POC]	
<b>Government Approval Authority Received</b>	[Provide Travel Authorization Request (TAR) Number]	
<b>Total Cost of the Trip</b>	\$	

<b>Purpose of the Trip</b>
[Provide a detailed description of the purpose of the trip. Attach additional pages, if necessary.]
<b>Knowledge Gained</b>
[Provide a detailed description of any knowledge gained. Attach additional pages, if necessary.]
<b>Comments, Conclusions, Action Items:</b>
[Provide any additional comments, conclusions, or action items. Attach additional pages, if necessary.]





**CBP OIT BEMSD “BEAGLE” ATTACHMENT K  
ORGANIZATIONAL CONFLICT OF INTEREST (OCI) STATEMENT**

The offeror and each subcontractor, consultant, and/or teaming partner shall complete and sign an Organizational Conflict of Interest (OCI) Statement. All information pertaining to OCI is outlined in Section H.7 of solicitation 47QFCA19R0029.

The contractor shall represent either that:

1. It is not aware of any facts that create any actual or potential OCI relating to the award of this contract, or
2. It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI.

If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.

Definition: FAR 2.101 “Organizational conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

### SAMPLE 1 – OFFEROR OCI STATEMENT

The following is an example of the OCI statement that each offeror shall complete and sign. All information pertaining to OCI is outlined in Section H.X.X.

*(Insert Offeror Name)* is responding to Task Order Request (TOR) *(Insert Task Order number e.g., GSQ0016ABC123)* for services supporting the *(Insert Client Agency's Task Order requirement)*. In accordance with solicitation Section H.X.X, *(Inset Offeror Name)* has reviewed the requirements of the TOR and the Federal Acquisition Regulation (FAR) Subpart 9.5.

*(Insert Offeror Name)* is not aware of any facts which create any actual or potential OCI relating to the award of this contract. *(Insert Offeror Name)* agrees to immediately disclose all information concerning any actual or potential OCI during the performance of the Task Order.

*Insert Offeror Name*

\_\_\_\_\_  
*Insert Offeror Point of Contact (POC) Name\**

\_\_\_\_\_  
Date

\_\_\_\_\_  
*POC Title*

\*Person must have the authority to bind the company.

## **SAMPLE 2 – SUBCONTRACTOR, CONSULTANT, TEAMING PARTNER OCI STATEMENT**

The following is an example of the OCI statement that each subcontractor, consultant, and teaming partner shall complete and sign. All information pertaining to OCI is outlined in Section H.X.X.

*(Insert Company Name)* is participating as a subcontractor to *(Insert Offeror Name)* in response to Task Order Request (TOR) *(Insert Task Order number e.g., GSQ0016ABC123)* for services supporting the *(Insert Client Agency's Task Order requirement)*. In accordance with solicitation Section H.X.X, *(Insert Company Name)* has reviewed the requirements of the TOR and the Federal Acquisition Regulation (FAR) Subpart 9.5.

*(Insert Company Name)* is not aware of any facts which create any actual or potential OCI relating to the award of this contract. *(Insert Company Name)* agrees to immediately disclose all information concerning any actual or potential OCI during the performance of the Task Order.

*Subcontractor, Consultant, Teaming Partner*

---

*Point of Contact (POC) Name\**

---

Date

---

*POC Title*

\*Person must have the authority to bind the company.



## TRAVEL AUTHORIZATION REQUEST (TAR)

**Contractor:**  
**Client:**

**TAR Number:**  
**Date:**  
**Project Name:** CBP OIT BEMSD BEAGLE  
**Project/Interagency Agreement (IA) Number:** 47QFCA19S0040  
**Associated Line of Accounting:** FEDSIM Project # HS01037  
**Task Order Number:**

		Last Invoice Submitted:	
<b>TO:</b>	<i>(Insert First and Last Name)</i> , FEDSIM Contracting Officer Representative (COR)	<b>CLIN X003 VALUE:</b>	\$ -
		<b>CUMULATIVE AMOUNT BILLED:</b>	\$ -
<b>FROM:</b>	<i>(Insert First and Last Name of requestor)</i>	<b>CURRENT CLIN X003 BALANCE:</b>	\$ -
<b>THROUGH:</b>	Linda D. Baker, CBP OIT BEMSD Technical Point of Contact (TPOC)	<b>TAR ESTIMATE:</b>	\$ -
		<b>NEW CLIN X003 BALANCE:</b>	\$ -
<b>SUBJECT:</b>	Travel Authorization Request # <i>(insert number)</i>		
<b>DATE:</b>	<i>(Insert date)</i>		



**PURPOSE/JUSTIFICATION OF REQUEST:**

--

**Traveler:**

Name	Company

**Travel Itinerary:**

Departure:	Date	Origin/Destination		Return:		Date	Origin/Destination
Leave				Leave			
Arrive				Arrive			
Leave				Leave			
Arrive				Arrive			

	Estimated Cost
<b>Travel (CLIN X003)</b>	\$ -
Airfare: @	\$ -
Per Diem: @	\$ -
Hotel: @	\$ -
Other: <i>(insert as appropriate; i.e. car rental)</i>	\$ -
<b>Other Direct Costs (CLIN X005)</b>	
<i>(Insert as appropriate)</i>	\$ -
<b>Subtotal Amount</b>	\$ -



Indirect Handling Cost	\$ -
General & Administrative (G&A) Cost	\$ -
Total Travel Cost (CLIN X003)	\$ -
Total ODC Cost (CLIN X005)	\$ -
Total Trip Cost NTE	\$ -

**Remarks:**

The estimated cost of travel must represent the contractor's best estimate. The amount obligated for this line item may be increased unilaterally by the Government if such action is deemed advantageous. Travel costs shall be reimbursed in accordance with Federal Travel Regulations (FTR) and Joint Travel Regulations (JTR). Please note that a separate TAR should be submitted for each individual traveler.

Please contact me at (area code) 000-0000 (*insert requestor's phone number*) if you have any concerns or questions.

Contractor Requestor:	FEDSIM COR Approval:	CBP OIT BEMSD TPOC Acceptance:
Signature                      Date	Signature                      Date	Signature                      Date



## REQUEST TO INITIATE PURCHASE (RIP) FOR EQUIPMENT, MATERIALS, OTHER DIRECT COSTS (ODCs), AND/OR SERVICES

*If the prime contractor has an approved purchasing system, the contractor shall prepare and submit a RIP to be reviewed and signed by the FEDSIM COR.*

**Contractor:**  
**Client:**

**RIP Number:**  
**Date:**  
**Project Name:**  
**Project/Interagency  
Agreement (IA)  
Number:**  
**Associated Line of  
Accounting:**  
**Task Order Number:**

		Last Invoice Submitted:	
<b>TO:</b>	<i>(Insert First and Last Name)</i> , FEDSIM Contracting Officer's Representative (COR)	<b>CLIN X004/X005 VALUE:</b>	\$ -
		<b>CUMULATIVE AMOUNT BILLED:</b>	\$ -
<b>FROM:</b>	<i>(Insert First and Last Name of requestor)</i>	<b>CURRENT CLIN X004/X005 BALANCE:</b>	\$ -
<b>THROUGH:</b>	Linda D. Baker, CBP OIT BEMSD Technical Point of Contact (TPOC)	<b>RIP ESTIMATE:</b>	\$ -
		<b>NEW CLIN X004/X005 BALANCE:</b>	\$ -
<b>SUBJECT:</b>	Request to Initiate Purchase # <i>(insert number)</i>		
<b>DATE:</b>	<i>(Insert Month Date, Year)</i>		



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**PURPOSE/JUSTIFICATION OF REQUEST:**

**ESTIMATED PURCHASE COST:**

Item: <i>(insert item(s))</i>		
Item Cost	\$	-
Indirect costs authorized by the Task Order <i>(insert as appropriate)</i>	\$	-
Total Not to Exceed (NTE) cost	\$	-

All equipment, materials, and ODCs shall be purchased in accordance with client requirements. All equipment, materials, and ODCs shall become the property of the Government and shall be regarded as Government Furnished Property (GFP), and unless previously approved by the Contracting Officer, shall be used only in performance of this Task Order. All materials shall be purchased in accordance with



applicable Federal Acquisition Regulation (FAR) and/or Defense Federal Acquisition Regulation Supplement (DFARS) clauses (*choose as appropriate*) and approved purchasing procedures. All equipment, materials, and ODCs shall be purchased in accordance with Task Order requirements and shall not exceed the funded amount on this Task Order. The contractor shall ensure that the prices quoted are fair and reasonable at the time of submission and are in the best interest of the Government.

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Please contact me at (area code) 000-0000 (*insert requestor's phone number*) if you have any concerns or questions.

FEDSIM COR Approval:	
Signature	Date



## CONSENT TO PURCHASE PARTS/TOOLS/ODCs AND/OR SERVICES (CTP)

Industry Partner:

Client:

TOOL#:

Date:

Project Name:

Project/IA#:

Contract/Task Order:

If the prime contractor does not have an approved purchasing system, the contractor will prepare and submit a Consent to Purchase (CTP), to be reviewed by the COR and signed by the CO.

TO: FEDSIM Contracting Officer Representative

FROM: Requestor

THROUGH: Linda D. Baker, CBP OIT BEMSD TPOC

SUBJECT: Consent to purchase #

Last Inv submitted:

CLIN # VALUE: \$0.00

CUM AMT BILLED: \$0.00

BALANCE: \$0.00

CTP ESTIMATE: \$0.00

BALANCE: \$0.00

Client Point of Contact:

PURPOSE/JUSTIFICATION OF REQUEST:

The purpose of this request is to

Description of supplies or services (FAR 52.244-2(e)(1)(i)):



Type of subcontract (FAR 52.244-2(e)(1)(ii)):

Propose subcontractor (FAR 52.244-2(e)(1)(iii)):

Below is the estimated cost of purchase (FAR 52.244-2(e)(1)(iv)):

ITEM	
Tool (CLIN #):	
Cost to Government: @#	\$ -
Fee	\$ -
General & Administrative (G&A) Cost	\$ -
Total Cost NTE:	\$ -

All material purchases shall be made in accordance with customer requirements. All materials shall become the property of the Government and shall be regarded as Government Furnished Property (GFP), and unless previously approved by the Contracting Officer, shall be used only in performance of this Task Order. All materials will be purchased in accordance with regulations contained in FAR 52.244-2 approved purchasing procedures. All Tools and ODCs shall be procured in accordance with contract requirements and shall not exceed the funded amount on this contract.

It is the responsibility of the Industry Partner to ensure that the prices quoted are fair and reasonable at the time of submission and are in the best interest of the client. The Industry Partner is to furnish price quotes for hardware and software purchases.

The following documents are attached (as necessary):

- 1) Subcontractor's certified cost or pricing data as required in FAR 52.244-2(e)(1)(v)
- 2) Subcontractor's Disclosure Statement or Certification relating to Cost Accounting Standards as required in FAR 52.244-2(e)(1)(vi)
- 3) Negotiation memo as required in FAR 52.244-2(e)(1)(vii)

Please contact me at (000) 000-0000 if you have any concerns or questions.

FEDSIM CO Approval:



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Signature

Date





ATTACHMENT U - ACQUISITION RISK QUESTIONNAIRE

**General Information**

**Company Name:** [Click here to enter text.](#)

**Corporation Type (check one):** ☐ Public ☐ Private ☐ Other ☐ Unknown

**Major Product:** [Click here to enter text.](#)

**DUNS Number:** [Click here to enter text.](#) **Stock Exchange:** [Click here to enter text.](#)

**Stock Symbol:** [Click here to enter text.](#) **Established Date:** [Click here to enter text.](#)

**Incorporated Date:** [Click here to enter text.](#) **Web Address:** [Click here to enter text.](#)

**Central Contractor Registration (check one):** ☐ Active ☐ Inactive ☐ None

**Central Contractor Registration Date:** [Click here to enter text.](#)

**Is Foreign?** ☐ yes ☐ no **Has National Security Agreement?** ☐ yes ☐ no

**Products and Services:**

**SIC:** [Click here to enter text.](#)

**PSC:** [Click here to enter text.](#)

**Cage/NCage Code:** [Click here to enter text.](#) **NAICS:** [Click here to enter text.](#)

**Contract Information:**

**Company Phone:** [Click here to enter text.](#)

**Company Point of Contact (POC):** [Click here to enter text.](#)

**Company POC Phone:** [Click here to enter text.](#)

**Street Address Type (check one):** ☐ Headquarters ☐ Satellite Location

☐ Sales Office ☐ Manufacturing Plant ☐ Distribution ☐ Other

**Address:** [Click here to enter text.](#)

**City:** [Click here to enter text.](#)

**State:** [Click here to enter text.](#)

**Zip/Postal:** [Click here to enter text.](#)

**Country:** [Click here to enter text.](#)

## **Foreign Ownership, Control or Influence**

**1a. (For entities which issue stock): Do any foreign person(s), directly or indirectly, own or have beneficial ownership of 5% or more of the outstanding shares of any class of your organization's equity securities?** ☐ yes ☐ no If yes, please list all parents, both foreign and domestic, by name and address, through to the ultimate parent, to include percentage of ownership. This should include any and all foreign investments in the entity. Include country of origin. Include any special rights or privileges involved in the ownership. Foreign person is defined as any foreign interest and any U.S. person effectively owned or controlled by a foreign interest. Foreign interest is defined as any foreign government, to include any agency or representatives of that government; or any form of business or legally organized entity chartered or incorporated under the laws of any country other than the U.S. or its possessions; and any person who is not a citizen of the U.S.. [Click here to enter text.](#)

**1b. (For entities which do not issue stock): Has any foreign person directly or indirectly subscribed 5% or more of your organization's total capital commitment?** ☐ yes ☐ no If yes, please list all parents, both foreign and domestic, by name and address, through to the ultimate parent, to include percentage of ownership. This should include any and all foreign investments in the entity. Include country of origin. Include any special right or privileges involved in the ownership. Foreign person is defined as any foreign interest and any U.S. person effectively owned or controlled by a foreign interest. Foreign interest is defined as any foreign government, to include any agency or representatives of that government; or any form of business or legally organized entity chartered or incorporated under the laws of any country other than the U.S. or its possessions; and any person who is not a citizen of the U.S.. [Click here to enter text.](#)

**2. Does your organization directly, or indirectly through your subsidiaries and/or affiliates, own 10% or more of a foreign interest?** ☐ yes ☐ no If yes, please list all involved by name, address, and country, with percentages of ownership. Include the names of the personnel running the facilities. [Click here to enter text.](#)

**3. Do any non-U.S. citizens serve as members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials?** ☐ yes ☐ no If yes, please list ALL corporate officers (Chairman of the Board, President, Chief Executive Officer, Vice-Presidents, Secretary, Treasurer, Chief Information Officer, Chief Financial Officer, and General Counsel), executive personnel (Facility Security Officer) and all other Board of Director members by full legal name, title, date and place of birth, social security number (SSN), and citizenship. [Click here to enter text.](#)

**4. Does any foreign person(s) have power, direct or indirect, to control the election, appointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions activities of your organization?** ☐ yes

☐ no If yes, identify the individuals by full legal name, title, and citizenship. Provide a full explanation of the individual's control or influence. [Click here to enter text.](#)

## ATTACHMENT U - ACQUISITION RISK QUESTIONNAIRE

**5. Does the organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)?** ☐ yes ☐ no If yes, this would include licenses, distributorships, contracts, purchase orders, sales agreements, etc. For each instance, provide the name of the foreign entity, its country, the percentage of gross income derived, and the nature of the involvement including what type of technology or product is involved, whether the product or service is either defense or nuclear related, whether classified or export controlled information is involved, and whether there is compliance with all U.S. export laws. If not defense or nuclear related, the listing of contracts can be done by listing similar equipment by country and percentage. [Click here to enter text.](#)

**6. Does the organization, whether as borrower, surety, guarantor or otherwise have any indebtedness, liabilities, obligations, or obligations to a foreign person(s)?** ☐ yes ☐ no If yes, give details concerning with whom the debt or guarantee is, where they are located, the conditions or covenants regarding the debt, and what collateral, if any, was pledged. If stock or assets are pledged, provide copies of the pertinent documents. Provide details on procedures for default of the loans. This answer must be answered affirmatively even if the entity holding the loan is a U.S. entity of a foreign institution. [Click here to enter text.](#)

**7a. During your last fiscal year, did your organization derive 5% or more of its total revenues or net income from any single foreign person?** ☐ yes ☐ no If yes, please identify the sources from which the income is derived, to include name of entity, country, and percentage. Identify, whether classified or export controlled information or technology is involved. If so, attach copies of licenses. [Click here to enter text.](#)

**7b. During your last fiscal year, did your organization derive in the aggregate 30% or more of its revenues or net income from foreign persons?** ☐ yes ☐ no If yes, please identify the sources from which the income is derived, to include name of entity, country, and percentage. Identify, whether classified or export controlled information or technology is involved. If so, attach copies of licenses. [Click here to enter text.](#)

**8. Is 10% or more of any class of your organization's voting securities held in "nominee" share, in "street names" or in some other method which does not identify the beneficial owner?** ☐ yes ☐ no If yes, identify the foreign institutional investors by name, address, and percentage of securities owned. Indicate whether there have been any attempts to exert control or influence over management or policies of the organization. If available, include SEC Schedules 13D or 13H. [Click here to enter text.](#)

**9. Do any members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management official hold any positions with, or serve as consultants for any foreign person(s)?** ☐ yes ☐ no If yes, identify by name, title, citizenship or immigration status, whether the individual holds a personnel security clearance or is excluded from access, each individual meeting this criteria. Also, identify the name and address of each organization with which the individual holds a position, and in what capacity. [Click here to enter text.](#)

**10. Are there any other factor(s) that indicate or demonstrates a capability on the part of foreign person(s) to control or influence the operations or management of your organization?** ☐ yes ☐ no If yes, please describe in detail the involvement of the foreign

## ATTACHMENT U - ACQUISITION RISK QUESTIONNAIRE

entity, as well as why it is not reportable in accordance with the previous questions. [Click here to enter text.](#)

## ATTACHMENT U - ACQUISITION RISK QUESTIONNAIRE

### **Key Management and Personnel List (KMPL)**

\*Only required if the procurement is classified and requires a security clearance.

**Name:** [Click here to enter text.](#)

**Position Title:** [Click here to enter text.](#)

**SSN:** [Click here to enter text.](#)

**Citizenship:** [Click here to enter text.](#)

**Born:** [Click here to enter text.](#)

**Clearance:** [Click here to enter text.](#)

**Submitted:** [Click here to enter text.](#)

**Comments:** [Click here to enter text.](#)

### **Company Relationships**

**Company:** [Click here to enter text.](#)

**Relationship Type (check one):** ☐ Former Name ☐ DBA ☐ Nickname  
☐ Other (i.e., partnership, parent, subsidiaries, suppliers, etc.)

**Related To:** [Click here to enter text.](#)

**Action:** [Click here to enter text.](#)